and found no difficulty in arriving at a different conclusion under statutes apparently much less stringent than those of Georgia. Contracts exempting railway companies from liability for injuries to employees have frequently been held void as against public policy in the absence of any statute on the subject. *Ry. Co.* v. *Spangler*, 44 Ohio State 471, 8 N. E. Rep. 467, 58 Am. Rep. 833.

ELECTIONS—RIGHT OF A PARTY COMMITTEE TO QUESTION ELIGIBILITY OF A CANDIDATE.—The governing committee of a political party refused to place a candidate's name upon a primary election ballot, on the ground that he was ineligible to the office. On mandamus to compel him so to do, *Held*, that the writ should issue. *Young* v. *Beckham* (1903), — Ky. —, 72 S. W. Rep. 1092.

The holding was that the committee had no right to determine who is eligible to an office under the laws of the state, nor to raise any question as to the eligibility of a candidate before the primary. The persons who are entitled to vote at such election, according to the court, are the ones who are to determine who is to be that party's candidate for a particular office. The case seems never to have arisen before. The decision leads to the conclusion that the question of the eligibility of a candidate can only be raised after election, and that prior thereto, every voter has his constitutional right to vote for the person of his choice, subject to the right of the court to inquire into his eligibility in case of his election. That the election of a candidate disqualified to hold the office gives him no right to hold the same is well settled. 23 AM. & ENG. ENC. LAW (2d ed), 338; *Patterson* v. *Miller* (1859), 59 Ky. (2 Met.) 493; *Palmer* v. *Woodbury* (1859) 14 Cal. 43; *State* v. *Newman* (1887), 91 Mo. 445, 3 S. W. 849; *Spear* v. *Robinson* (1849), 29 Me. 531.

FRAUDULENT CONVEYANCES—CONTINGENT FEES.—The plaintiff acted as attorney for one K in collecting a claim against a railroad company upon a contingent fee. The plaintiff had taken no steps to obtain a statutory lien for his fee upon the claim. The railroad company settled with K for $2,000 without the knowledge or consent of the plaintiff. K then, for the purpose as was alleged of defrauding the plaintiff, placed the money in the hands of his brother-in-law, E, with the understanding that his claims were to be paid first and the balance as directed by K. E had abandoned all hopes of collecting his claim against K before the deposit, and had lost or destroyed some of the evidences. The plaintiff had obtained judgment for the amount of his fee, and now garnisheed E. *Held*, that E may pay his own claims first and remainder to plaintiff. *Kerr* v. *Kennedy* (1903), — Iowa —, 93 N. W. Rep. 353.

Payments or conveyances of land in satisfaction of debts barred by the statute of limitations are not fraudulent as to other unsatisfied creditors. The debtor has the right to waive the limitation. *Roberts* v. *Brothers* (1903), — Iowa —, 93 N. W. 289. Contingent fees are allowed in most states, and even where champertous agreements between the plaintiff and his attorney for the prosecution of a suit are against public policy and void, this does not affect the right of the plaintiff to prosecute his action against the defendant. *Mo. Ry. Co.* v. *Smith*, 60 Ark. 221, 29 S. W. 752; *Pa. Co.* v. *Lombardo*, 49 O. St. 1, 29 N. E. 573, 14 L. R. A. 785. Nor does an attorney forfeit his right to compensation for his services by entering into a champertous agreement with his client. *Stearns* v. *Felker*, 28 Wis. 594. There seems to be much conflict whether a contingent fee for the prosecution of a suit can operate as an equitable assignment of the subject-matter in litigation to the extent of the contingent fee. Distinctions might be made (1) where notes, bonds, judgments

or other evidences of debt are placed in the attorney's hands for collection; (2) where a definite per cent of the proceeds is to be paid as a fee for prosecuting unliquidated damage suits; (3) where only a reasonable indeterminate per cent of the proceeds is to be paid. *Fairbanks* v. *Sargent*, 104 N. Y. 108, 9 N. E. 870, 6 L. R. A. 475; *Brown* v. *City of N. Y.*, 11 Hun 21; *Holmes* v. *Evans*, 129 N. Y. 140, 29 N. E. 233; *Story* v. *Hull*, 143 Ill. 506, 32 N. E. 265; *Canty* v. *Latterner*, 31 Minn. 239, 17 N. W. 385; *Kusterer* v. *Beaver Dam*, 56 Wis. 471, 14 N. W. 617, 43 Am. Rep. 725; *Milo Nat. Bank* v. *Convery*, 8 Tex. Civ. App. 181, 27 S. W. 828.

INSURANCE—CONDITION FOR IMMEDIATE NOTICE—EXCUSE.—Action on an accident insurance policy. Plaintiff, while traveling on a freight train, jumped off, fearing a collision, and sustained injuries which rendered him mentally incapacitated to give notice for six weeks. Defense, that plaintiff failed to give immediate notice as required by the policy. *Held*, that the plaintiff could recover on the policy. *Hayes* v. *Continental Casualty Co.* (1903), — Mo. App. —, 72 S. W. Rep. 135.

The court cited *McFarland* v. *Ins. Co.*, 124 Mo. 204, 27 S. W. 436. The question as to what excuses performance of a condition for immediate notice is not clearly settled, but the weight of authority seems to support the doctrine laid down by the court in this case. I MICH. LAW REVIEW, 683.

MARRIED WOMEN—POWER TO ENTER INTO PARTNERSHIP WITH HUSBAND—SET-OFF OF DEBT DUE BY PARTNER IN ACTION BY FIRM.—The code of Iowa (§§ 3153, 3164) gives to married women the right to acquire, own and dispose of property in the same manner and to the same extent as their husbands may do, and to make contracts and incur liabilities which may be enforced by or against them to the same extent and in the same manner as if they were unmarried. H and his wife formed a partnership to be carried on in the name of H. At this time H was indebted to defendants for goods previously bought of them. Without disclosing the partnership, H ordered more goods of defendants, in reality for the new firm and sent a sum of money belonging to the new firm in payment. Defendants refused to send the goods and kept the money crediting H with the amount on his old account. In an action by H and his wife, *Held*, that partnership was valid and that defendants could not set-off against the firm a debt owned by one partner only. *Hoaglin* v. *Henderson* (1903), — Iowa —, 94 N. W. Rep. 247.

Much difference of opinion exists upon the question whether husband and wife may enter into partnership. The question is largely dependent upon the language of the statute by which the married woman's common law disabilities are removed. That she cannot be a partner with her husband, see: *Artman* v. *Ferguson*, 73 Mich. 146, 16 Am. St. Rep. 572, 2 L. R. A. 343; *Gilkerson-Sloss Com. Co.* v. *Salinger*, 56 Ark. 294, 16 L. R. A. 526, 35 Am. St. Rep. 105; *Seattle Board of Trade* v. *Hayden*, 4 Wash. 263, 16 L. R. A. 530, 31 Am. St. R. 919; *Fuller* v. *McHenry*, 83 Wis. 573, 18 L. R. A. 512; *Bowker* v. *Bradford*, 140 Mass. 521; *Payne* v. *Thompson*, 44 Ohio St. 192; *Scarlett* v. *Snodgrass*, 92 Ind. 262; *Haggett* v. *Hurley*, 91 Me. 542, 40 Atl. Rep. 561, 41 L. R. A. 362; *Carey* v. *Burruss*, 20 W. Va. 571, 43 Am. Rep. 790. That she may be a partner with her husband, see: *Suau* v. *Caffe*, 122 N. Y. 308, 25 N. E. Rep. 488, 9 L. R. A. 593; *Louisville R. Co.* v. *Alexander*, — Ky. —, 27 S. W. Rep. 981; *Belser* v. *Tuscumbia Bank*, 105 Ala. 514, 17 So. Rep. 40; *Dressel* v. *Lonsdale*, 46 Ill. App. 454; *Lane* v. *Bishop*, 65 Vt. 575, 27 Atl. 499; *Burney* v. *Grocery Co.*, 98 Ga. 711, 25 S. E. 915, 58 Am. St. R. 342; *Toof* v. *Brewer*, — Miss. —, 3 So. Rep. 571.